

The individual signing the attached Waiver (hereinafter referred to as "USER") does hereby agree to the following terms, conditions, rules and regulations ("RULES and REGULATIONS") governing the use of the Workout Area/Exercise Equipment located in the Police Department at Creedmoor City Hall.

1. Admittance to the Workout Area is strictly limited to those persons who are employed within the City of Creedmoor and who have signed an *Acknowledgement and Release of Liability* Waiver Form. Guests/Visitors are NOT authorized to enter or use the area. Any unauthorized person in the area shall be asked to leave and any USER allowing unauthorized persons to gain access to or use of the area shall have his/her own privileges revoked.
2. USER shall use the Workout Area solely for weight training and aerobic exercise with the equipment provided. USER shall not use the area in any way so as to endanger his/her health or safety.
3. Proper attire is required in the Workout Area at all times. The minimum attire shall be gym shorts, tee shirts, socks and tennis shoes. Sneakers, tennis shoes, or similar footwear and shirts must be worn at all times. Open-toe sandals or flip flops are NOT permitted. USER must wear clean and appropriate attire when in transit to and from the area.
4. No food or beverages (other than water) are permitted in the Workout Area.
5. USER shall not leave any litter, trash, debris, or any other articles of personal property in the Workout Area. The City of Creedmoor and its agents are NOT RESPONSIBLE for items lost, stolen, or left in the area.
6. Each USER shall be liable for any property damage and/or personal injury while using the Workout Area and/or equipment provided. Any damage to equipment or other property in the area caused by USER shall be paid by the USER.
7. USER shall immediately report to the Department Head any injuries occurring in the Workout Area or any unsafe or hazardous defect or condition relating to the area or the equipment therein.
8. Equipment is only to be used in the manner it is intended. All equipment is on a first-come, first-served basis, with a 30-minute time limit imposed only if others are waiting.
9. Headphones are required when using any type of personal audio device.
10. USER must use paper towels & disinfectant spray (provided) to clean all equipment after each use.
11. Any conduct which unreasonably interferes with the use or enjoyment of the Workout Area or equipment by other USERS, or disrupts or interferes with the normal, safe, orderly and efficient operation of the area or the equipment therein is strictly prohibited.
12. City Management reserves the right to modify hours of use for the area.
13. City Management may alter the Workout Area in any way it deems desirable, and may restrict the use of the area to permit its maintenance, repair or alteration.
14. USER acknowledges and agrees that USER's right to use the Workout Area is subject to termination at the sole discretion of the City.
15. These RULES and REGULATIONS shall be considered part of the *Acknowledgement and Release of Liability* and use of the Workout Area shall be governed hereby. The City reserves the right, exercisable in its sole and absolute discretion, to amend or add to the RULES and REGULATIONS, or to adopt new RULES and REGULATIONS. A posted notice in the area shall be deemed proper notice to all USERS of any amendments or additions to these RULES and REGULATIONS.

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

I request authorization for myself to participate in wellness activities at work. I acknowledge that my participation is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. Physical exercise, sport, and recreational activities may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My participation is a voluntary activity in all respects and I assume all risks of injury and illness that may result from such participation in any sponsored group activities or individual activities such as using workout equipment, free weights, or walking.
2. As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss which I may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with wellness activities. I acknowledge that participation in these activities is voluntary.
3. I, on behalf of myself, do hereby fully release and discharge the City of Creedmoor and its agents, employees, and any subsequent sponsors, and those whose facilities may be utilized for this program (collectively, the "RELEASED PARTIES") from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of participation in workplace wellness activities. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I, on behalf of myself, hereby release the RELEASED PARTIES from any liability, claim, or cause of action arising out of the RELEASED PARTIES' negligence. I, on behalf of myself, agree not to sue the RELEASED PARTIES for any alleged liabilities, claims, or causes of action released hereunder.
4. I further agree to indemnify and hold harmless and defend the RELEASED PARTIES from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by me arising out of, connected with, or in any way associated with my participation in worksite wellness activities.
5. I have been advised by the City of Creedmoor to consult with a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly participate in fitness activities at work; that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in; and that I will carefully read the operating instructions for any worksite fitness equipment prior to use and will operate such equipment in strict accordance with instructions.

I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the RELEASED PARTIES and the attached *Rules and Regulations for Workout Area/Exercise Equipment Use*. I am 18 years old or older. I understand that my signed waiver will be retained in my employee personnel file. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

Printed Name	Signature	Date
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Witness Printed Name	Witness Signature	Date
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